

# **CRANSTON SCHOOL COMMITTEE MEETING**

**JULY 8, 2015**

**WILLIAM A. BRIGGS BUILDING (REED CONFERENCE ROOM)**

**845 PARK AVENUE, CRANSTON, RI**

**EXECUTIVE SESSION – 6:00 P.M.**

**IMMEDIATELY FOLLOWED BY PUBLIC MEETING**

**IMMEDIATELY FOLLOWED BY PUBLIC WORK SESSION**

## **AGENDA**

**1. Call to order – 6:00 p.m. Convene to Executive Session pursuant to RI State Laws –**

**2. PL 42-46-5(a)(1) Personnel:**

**3. PL 42-46-5(a)(2) Collective Bargaining/Litigation:**

**A. Custodian Negotiations**

**B. Rhode Island Labor Relations Board/Cranston School Committee and RI Council 94, AFSCME, AFL-CIO**

**4. PL 42-46-5(3)**

**A. District Safety Plan**

**5. Call to order – Public Session**

**6. Roll Call – Quorum**

**7. Executive Session Minutes Sealed – July 8, 2015**

**8. Adjourn to Public Work Session**

**a. Discussion on All Day Kindergarten**

**b. Discussion on moving the 6th Grade**

**c. Discuss Discipline Due Process Policy (see attached) – Jeannine Nota-Masse**

**d. Discussion of the following Policies to be amended and/or deleted**

**# 6171 – Delete (For further information, see policy on file with the Superintendent's Office)**

**# 6311 – Delete (For further information, see policy on file with the Superintendent's Office)**

**# 6312 - Delete (For further information, see policy on file with the Superintendent's Office)**

**# 6313 – Update (See Attached)**

**# 6314 - Delete - (For further information, see policy on file with the Superintendent's Office)**

**# 6322 - Update (See Attached)**

**# 6330 – Update (See Attached)**

**# 6331 - Delete (For further information, see policy on file with the Superintendent's Office)**

**# 6350 – Update (See attached)**

**# 6351 – Delete (For further information, see policy on file with the Superintendent's Office)**

**e. Discuss calendar for 2015-2016**

## **9. Adjournment**

**School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.**

**Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at [www.cpsed.net](http://www.cpsed.net), Cranston Public Schools' administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 869 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.**

**Notice posted: July 6, 2015**

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**Cranston Public Schools Policy                      #5145(a)**

## **DUE PROCESS**

**Due process procedures are incorporated into the Disciplinary Procedures for Cranston Students. All students are given a copy of the procedures at the beginning of each school year or when they enroll in the district. Consistent with Rhode Island General Law, "each student and his or he parent (guardian) shall sign a statement verifying that they have been given a copy of the student disciplinary code of their respective school district."**

**If a student is over the age of 18, the student must authorize the release of records or educational information. If the student and/or parent(s)/guardian(s) are not in agreement with the disciplinary decision made at the school level, the following steps may be taken:**

#### **Level I Dismissal of a Student from Class/Assignment of Detention**

- 1. The student and/or parent(s)/guardian(s) shall be informed of the reasons for removal and assignment of detention by the principal and/or assistant principal.**
- 2. The student and/or the parent(s)/guardian(s) shall be given an opportunity to appeal the action to the principal of the school and present his/her point of view regarding the decision.**
- 3. The principal will render a decision and inform the student and/or parents verbally.**

#### **Level 2 Suspensions of Ten (10) Days or Fewer**

- 1. The student and/or parent(s)/guardian(s) shall be given oral or written notice of the charges against him/her and the proposed disciplinary consequence.**
- 2. If the student denies the charges, the student shall be given an explanation of the evidence the authorities possess.**
- 3. The student and/or parent(s)/guardian(s) shall be given an opportunity to present his/her version of the incident to the principal of the school or his/her designee.**

**4. The notice and hearing generally should precede the student's removal from school since the hearing may almost immediately follow the incident, but if prior notice and hearings are not feasible, as where the student's presence endangers persons or property or threatens destruction of the academic process, thus justifying immediate removal from school, the necessary notice or hearing shall follow as soon as practicable.**

**5. The student and/or parent(s)/guardian(s) shall have the right to appeal the decision of the school principal within ten (10) days of receipt of notice of the decision of the principal. This notice of appeal must be sent in writing by the student and/or parent(s)/guardian(s) to the office of the Superintendent; the principal rendering the decision must be notified of the appeal. If an interpreter is required by the student and/or parent(s)/guardian(s), that must also be included in the written appeal.**

**6. The student will once again be given the opportunity to present his/her version of the incident, and the principal or his/her designee shall present the administration's version of the incident. Both parties can present any evidence they may have at the hearing before the Superintendent or his/her designee.**

**7. The Superintendent or his/her designee will render a decision within a reasonable time after the hearing, and the decision will be forwarded to the student and/or parent(s)/guardian(s) in writing in their dominant language.**

**8. In the event a student has not attained the age of majority (eighteen years), notice containing the reason for the suspension and the**

**duration thereof, the decision of the principal and the decision of the Superintendent shall be given to the parent(s) or guardian(s). Such notice shall be given in the parents' spoken language, unless it is clearly not feasible to do so.**

### **Level 3 For Suspensions of Ten (10) Days or More / Expulsions**

**1. After being given the due process set forth above for suspensions of ten days or less, prior to suspension for more than ten days or expulsion, except for such time as not feasible, as where the student's presence endangers persons or property or threatens disruption of the academic process, thus justifying immediate removal from school, the necessary notice or hearing shall follow as soon as practicable, and the student and/or parent(s)/guardian(s) shall be afforded:**

**(a) A clear, written statement of the reason for suspension or expulsion;**

**(b) Notice of the right to a prompt public or private hearing, at the student's and/or parent(s)/guardian(s) election, before the school committee, and the right of the student to be represented by counsel at such hearing; and**

**(c) If a hearing is requested, the student and/or parent(s)/guardian(s) shall be given a prompt notice setting the time and place of such hearing, said time and place to be reasonably set so as to allow sufficient time for preparation without undue delay.**

**2. In the event a student has not attained the age of majority (eighteen years), the parent(s) or guardian(s) shall be afforded the procedures stated in Section 1 (a), 1 (b) and 1 (c) above. Such notice shall be written in the parent(s) or guardian(s) spoken language, unless it is clearly not feasible to do so.**

**3. The student shall be afforded the hearing in which the student shall have the right to:**

**(a) Representation and participation by counsel;**

**(b) The right to cross-examine witnesses and to present witnesses in his/her behalf.**

**4. There shall be a complete and accurate stenographic or electronic record of the hearing including all exhibits. The records shall be preserved for transmission to the Commissioner of Education as soon as possible in the event of an appeal.**

**5. The student and/or parent(s)/guardian(s) shall be furnished a copy of the record without cost.**

**6. A written decision shall be rendered by the school committee, within a reasonable time, based exclusively on the record detailing the reasons and factual basis for the decision.**

**7. The student and/or parent(s)/guardian(s) shall promptly be provided with a copy of said decision and notice of his/her right to appeal to the Commissioner of Education.**

**8. A copy of the decision, together with the record, shall be promptly forwarded to the Commissioner of Education if there is an appeal.**

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## **INSTRUCTIONS**

### **Administration**

**An area liaison committee will be established in the Cranston area consisting of the superintendent and one member of the school committee from each participating school systems, each member to be appointed by the respective committee. This committee will act as the liaison agent between the sending districts and will assist in the development of short-term and long-term plans for the improvement and expansion of the program.**

**An area advisory committee will be established in Cranston consisting of representatives from business, industry, labor and education generally representative of the community and able to advise on program offerings in light of the needs of the area.**

**REVISED - June 2015**

### **Advisory Board          6350**

**An area advisory committee for each program will be established in Cranston consisting of representatives from business, industry, labor and education generally representative of the community and able to advise on program offerings in light of the needs of the area.**



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## **INSTRUCTION**

### **Access to Vocational Instruction Offered**

**If the Cranston Vocational – Technical Facility does not provide specific programs to meet individual needs based upon pre-determined student goals, individual students may request acceptance at another area school provided facilities are reasonably available for additional enrollees in the program offered by the alternate area school.**

**REVISED - JUNE 2015**

### **Access to Career and Technical Programs      6322**

**If the Cranston Area Career and Technical Center does not provide specific programs to meet individual needs based upon pre-determined student goals, individual students may request acceptance at another area school. Students are guaranteed access to RIDE-approved career preparation programs. Students requesting access to RIDE-approved career preparation programs outside their established school transportation region may enroll in such programs, but the resident LEA shall not be responsible for the costs of the transportation.**

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## **INSTRUCTION**

### **Cooperative Work Experience**

**Cooperative work arrangements may be made for selected students to provide on-time-job experience.**

**The program will provide for the following:**

- a) Employment of the student-learners in conformity with federal, state and local laws.**
- b) Employment in a manner which prevents exploitation of student-learners for private gain.**
- c) Supplemental instruction provided by the area school.**

**REVISED - JUNE 2015**

**INSTRUCTION          6313**

### **Cooperative Work Experience**

**Cooperative work arrangements may be made for selected students to provide on-time-job experience.**

**The program will provide for the following:**

- d) Employment of the student-learners in conformity with federal,**

**state and local laws.**

**e) Employment in a manner which prevents exploitation of student-learners for private gain.**

**f) Supplemental instruction provided by the Career and Technical Program the student is enrolled in.**

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## **INSTRUCTION 6330**

### **Tuition**

**The annual tuition rate shall be established by the Cranston School Committee in July and will be invoiced semi-annually and is payable upon receipt of invoice. A mid-year review of the tuition rate charged will be made annually and any necessary adjustment required will be effected.**

**Membership up to and including thirty days, tuition will be charged on a per diem basis. After thirty days' membership, full semi-annual tuition will be charged.**

**Tuition will be charged by the Cranston School Committee to the Foster-Glocester and Scituate School Departments in an amount not to exceed the per capita cost of operations.**

**Revised June 2015 6330**

## **INSTRUCTION**

## **Tuition**

**The annual tuition rate shall be established by the Cranston School Committee in July and will be invoiced quarterly and is payable upon receipt of the invoice.**

**Membership up to and including thirty days, tuition will be charged on a per diem basis. After thirty days' membership, full semi-annual tuition will be charged.**

**Policy      CRANSTON SCHOOL DEPARTMENT**

**Adopted: 10/18/76    Cranston, Rhode Island**